

RESOLUTION NO. 07-92

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA APPROVING A JOINT PARTICIPATION AGREEMENT WITH MIAMI-DADE COUNTY, FLORIDA TO CONSTRUCT A SIX-LANE ROADWAY ON NW 138 STREET, FROM NW 107 AVENUE TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY AT I-75, WITH A RAISED MEDIAN, SIDEWALK, CURB AND GUTTER, CONTINUOUS STORM DRAINAGE SYSTEM, ROADWAY LIGHTING, SIGNAGE AND PAVEMENT MARKINGS, SIGNALIZATION, LANDSCAPING, CANAL RELOCATION, DEMUCKING AND FPL DISTRIBUTION LINE RELOCATION AND SUBJECT TO THE RECEIPT OF FUNDS FROM MIAMI-DADE COUNTY TO UNDERWRITE THE COSTS OF THE IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$12,300,000; AND FURTHER AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO THE JOINT PARTICIPATION AGREEMENT IN SUBSTANTIAL FORM AS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1" AND EXECUTE SUCH DOCUMENTS AND AGREEMENTS IN FURTHERANCE THEREOF.

WHEREAS, the City finds that it is in its best interest to facilitate the construction of county road improvements within the City of Hialeah with funds reimbursed by the County through the County road impact fees.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The City of Hialeah, Florida hereby approves a joint participation agreement with Miami-Dade County, Florida to construct a six-lane roadway on NW 138

Street, from NW 138 Street, from NW 107 Avenue to the Florida Department of Transportation right-of-way at NW 107 Avenue, with a raised median, sidewalk, curb and gutter, continuous storm drainage system, roadway lighting, signage and pavement markings, signalization, landscaping, canal relocation, demucking and FPL distribution line relocation and subject to the receipt of funds from Miami-Dade County, Florida to underwrite the costs of the improvements in the amount to exceed \$12,300,000.

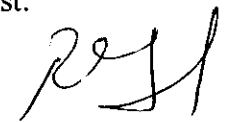
Section 2: The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into a Joint Participation Agreement, in substantial form as attached hereto and made a part hereof as Exhibit "1", and execute such documents and agreements in furtherance thereof.

PASSED AND ADOPTED this 14th day of August, 2007.



Esteban Bovo
Council President

Attest:



Rafael E. Granado, City Clerk

Approved on this 19 day of August, 2007.



Mayor Julio Robaina

Approved as to form and legal sufficiency:



William M. Grodnick, City Attorney

s:/wmg/legisl/reso-07/nw138streetcountyroadJPA.doc

Resolution was adopted by a unanimous vote with Councilmembers Bovo, Caragol, Casals-Muñoz, Gonzalez, Hernandez, Miel and Yedra voting "Yes".

**NW 138 STREET FROM NW 107 AVENUE TO FLORIDA DEPARTMENT OF
TRANSPORTATION RIGHT-OF-WAY AT I-75
JOINT PARTICIPATION AGREEMENT**

This AGREEMENT, made and entered into this _____ day of _____, 2007, by and between the CITY OF HIALEAH, FLORIDA, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the "City", and MIAMI-DADE COUNTY, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as the "County".

WITNESSETH

WHEREAS, both parties herein wish to facilitate the construction of a road improvement project in MIAMI-DADE COUNTY, hereinafter referred to as the "Project" described as follows:

The construction of a roadway improvement project along NW 138 Street from NW 107 Avenue to Florida Department of Transportation right-of-way at I-75, to widen the roadway from two to six lanes with sidewalk, curb and gutter, continuous storm drainage system, roadway lighting, signing and pavement markings, signalization, landscaping, raised median, canal relocation, demucking, Florida Power and Light Company distribution line relocation; and

WHEREAS, the County wishes to utilize the resources of the City to contract, construct, and administer the Project, subject to the terms and conditions of this agreement;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties agree:

1 RESPONSIBILITIES OF CITY:

- 1.1 Design:** The City shall complete at its sole expense, the construction plans, technical specifications, special provisions, pay items and cost estimates for the Project in accordance with standard County and/or City, as applicable, design criteria, to the satisfaction of the County's Public Works Director or their designee. The City's design consultant shall be made available to County at the City's expense solely to review shop drawings and perform required post-design services, limited to Project design.
- 1.2 Permits and Approvals:** During the course of the design, the City shall obtain all necessary permits, and utility adjustments; and coordinate the review of construction documents by utilities and permitting agencies. The City shall make all necessary adjustments as required for approval and/or permitting by those agencies. The City shall obtain all necessary permits, and utility adjustments for the Project in accordance with applicable State, Federal and Local Laws and ordinances. The City shall not pay for any permits required by the Miami-Dade County Public Works Department.
- 1.3 Right-of-Way:** The City shall acquire at its sole expense, any right-of-way that is required to complete the construction of the Project.
- 1.4 Public Information and Involvement:** The City will implement a Public Involvement Plan (PIP) during the design and construction of the Project to

provide information to property owners, tenants, and area residents, including but not limited to: public meetings, project documentation and flyers, business signs, directional parking signs, and schedules for major work to be performed in the area. Appropriate investigation of the project stakeholders will be used to develop the goals and objectives to implement this plan. The City shall submit a copy of the PIP to the County Public Works Director for review and concurrence prior to the NTP for construction.

1.5 Accounting: The City shall at all times maintain separate accounting for the costs of the Project so those costs may be independently verified and audited by the County, at the request and cost of the County. The City agrees to permit the County auditors to inspect the books, records and accounts of the Project for three years after completion of the Project. These records shall be made available to the County for inspection within five (5) working days upon written receipt of a written request from the County.

1.6 Construction: The City shall procure the services of a licensed contractor holding an engineering contractor's license to construct the Project. The City may award the contract through any available lawful means which, in the City's discretion, affords the most competitive price for construction of the Project and which may include, but is not limited to, bid solicitation, request for proposals, the award of a change order on existing City contract(s), or the extension of unit-prices provided in connection with prior competitive bid awards. Notwithstanding any provision to the contrary, the City shall comply with all applicable County contract compliance and oversight measures

relating to the expenditure of County funds, in accordance with Section 6 of this Agreement. Prior to the advertisement to solicit a licensed contractor to construct the Project, the City will contact the County's Public Works Contracts and Specifications Section to ensure this compliance.

The construction contract shall also contain a requirement that the contractor(s) provide a payment and performance bond at least in the amount and form required by state law naming the County and City as joint obligees or joint contracting public entities. The construction contract shall contain a contingency amount to address unforeseen conditions and owner required changes which shall not exceed ten percent (10%) of the base amount of the contract, unless otherwise approved by designated representatives of the County and City. The commitment for the expenditures of any contingency funds shall not be made by the City without the prior written approval of the County Public Works Director. The County shall respond, in writing, within thirty (30) days of receiving written requests from the City to approve the commitment of contingency funds.

Subsequent to the evaluation of bids or proposals by the City and the City's determination of the most advantageous bid or proposal, the City shall provide said evaluation to the County Public Works Director for review and approval. Final commitment of County funds for the Project shall occur upon approval of the contract award recommendation by the County Public Works Director in accordance with Section 2.4 of this Agreement. The County

agrees that the selection, retention and discharge of such contractor shall be the responsibility of the City.

1.7 Claims and Change Orders: The City shall notify the County Public Works Director in writing when claims or change orders arise. The City shall also invite the County to participate in negotiations of these claims and change orders. The County shall review and make a determination or approval of all change orders or supplemental agreements, permits, modifications of plans, or other requests for approvals submitted by the City in accordance with Section 2.4 of this Agreement.

1.8 Construction Administration and Inspection: The City shall exercise all responsibilities of the owner under the construction contract, including construction administration and inspections. The City may delegate this function to an authorized agent or Construction Engineering Inspection consultant. The County's inspector shall have an oversight role in the routine daily inspections. In the case of a disagreement over the interpretation of the plans, the County Public Works Director, or his representative, shall have final authority subsequent to an independent final inspection by the County. The City's designated representative and the County's designated representative shall jointly perform the inspection of the Project which immediately precedes substantial completion. The City shall certify upon completion that the Project has been constructed pursuant to the design plans, specifications and approved change orders. Final payment to the City and obligation of

maintenance responsibility to the parties shall be subject to the final acceptance of the Project by the County Public Works Director or designee.

2 RESPONSIBILITIES OF COUNTY:

2.1 Funding Amount, Reimbursement of Project Costs: The County agrees to provide funds up to \$12,300,000 (this amount includes 10% contingency) for eligible expenses, as defined herein, incurred by the City for the construction of the Project. The County shall disburse to the City funds for the Project in the manner set forth in this Section. The County shall incur no liability for any costs in excess of said funding amount unless there has been a duly authorized increase approved by the Board of County Commissioners.

2.2 County Payments of Project Costs: The County funds provided for eligible expenses as defined herein, incurred for the construction of the Project are specified below:

<u>Funding Amount</u>	<u>Funding Source</u>	<u>County Fiscal Year of Commitment</u>
\$2,750,000	Road Impact Fee District 3 (Construction)	2006-2007
\$2,750,000	Road Impact Fee District 3 (Construction)	2007-2008
\$3,000,000	Road Impact Fee District 3 (Construction)	2010-2011
\$3,000,000	Road Impact Fee District 3 (Construction)	2011-2012
\$800,000	Road Impact Fee District 3 (Construction)	2012-2013

2.3 Project Cost Adjustments: The amount contributed by the County is based on the current estimated costs of the Project. The parties recognize that adjustments to the above-referenced costs may be required in the future and that at the option of the parties, amendments may be entered into to revise the funds available for the Project. Provided that there is no increase in the

amount of County funds required as stated in Section 2.1, such amendments may be executed by the City Mayor and the County Mayor or his designee without the need for approval by the City and County Commissions. Otherwise, further funding commitments shall be subject to the approvals of the parties' respective governing boards.

2.4 County Approvals: Whenever County approval is required through its Department of Public Works and/or said Department Director, it will not unreasonably withhold or delay its approval. Failure of the County to respond, in writing, to the City's request for evaluation within thirty (30) days shall be automatically deemed an approval by County, without the necessity of future action by the County.

3 ELIGIBLE EXPENSES: For the purposes of this Agreement, eligible costs are defined as those pertaining to the construction of Project elements that are the standard items normally provided for by the County in County roadway construction projects, and not the enhancement of standard items, or the incorporation of items which are in addition to those standard items. The County shall not be assumed to be liable to provide reimbursement for the design, construction or maintenance of such items that do not conform to this section of agreement. If enhancements to standard items are constructed in this Project, the City may request County reimbursement only to a maximum amount corresponding to that which would be expended in providing the normal standard version of that item for a project of the same scope. The parties further agree that eligible costs will not include fees for construction management, construction inspections, and project management.

- 4 **SCHEDULE AND MANNER OF REIMBURSEMENTS:** At the time of contract award for this Project, the City shall submit the Estimated Quarterly Construction Payout Schedule for the Project to the County Public Works Director. Quarterly disbursement of County funds to the City shall be based upon City invoices with certified copies of paid contractor estimates attached and shall not include any other charges. The quarterly submittal for invoice shall also include a certified copy of payment to Sub-Contracted firms.
- 5 **COMPLIANCE WITH LAWS:** The parties shall comply with applicable federal, state and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement and with all applicable laws relating to the Project. The parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.
- 6 **BUSINESS PROGRAM COMPLIANCE AND OVERSIGHT:** Whenever County funds are used, the City agrees to comply with applicable County regulations including but not limited to the Community Small Business Enterprise (CSBE) Program, Community Business Enterprise (CBE) Program, the Community Workforce Program, and the Responsible Wages and Benefits Ordinance (Ordinance No. 90-143). Specifically, City agrees to abide by the goals for the participation of specified business entities and/or trades, and for Community Workforce employment, as approved by the Business Development Review Committee and administered by the County's Department of Business Development ("DBD"). The DBD shall have the right to oversee and ensure compliance with the

goals established, including but not limited to, the right to audit and to require reports and documentation related to the Program goals.

- 7 INDEMNIFICATION:** To the extent authorized by Florida law, the City hereby agrees to indemnify, defend, save and hold harmless the County to the extent of all the limitations included with Section §768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the breach of this Agreement by the City, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the County for its sole negligence or breach of contract.

To the extent authorized by Florida law, the County hereby agrees to indemnify, defend, save and hold harmless the City to the extent of all the limitations included in Section §768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the breach of this Agreement by the County, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the City for its sole negligence or breach of contract.

In the event of breach or non-performance by the persons selected by the City to perform the work, the City shall, upon written request by the County, assign to the County any and all of its rights under the affected contract for purposes of the County's prosecution of claims, actions or causes of action resulting from such breach or non-performance unless the City pursues such claims, actions or causes of action through arbitration, administrative proceeding or lawsuit. The City agrees to cooperate fully with the County in the prosecution of any such claim or action.

Any damage recovered by the County which is attributable to an expenditure by the City shall be returned to the City by the county, within sixty (60) days of receipt.

8 **DISPUTE RESOLUTION, APPLICABLE LAW:** The parties shall resolve any disputes, controversies or claims between them arising out of this Agreement in accordance with the "Florida Governmental Conflict Resolution Act", Chapter 164, Florida Statutes, as amended. This Agreement shall be governed by the laws of the State of Florida. Venue in any proceedings shall be in Miami-Dade, Florida.

9 **ENTIRE AGREEMENT, AMENDMENTS:** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms contained herein shall be effective unless set forth in writing in accordance with this section. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties.

10 **JOINT PREPARATION:** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to

expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties from the other.

11 SEVERANCE: In the event a portion of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be effective unless the City or County elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

12 NOTICES: Any and all notices required to be given under this agreement shall be sent by first class mail, addressed as follows:

To the County:

Attention: Esther L. Calas, P.E.
Director, Public Works Department
Miami-Dade County
111 NW First Street, Suite 1640
Miami, Florida 33128
(305) 375-2960

To the City:

Attention: Julio Robaina
Mayor, City of Hialeah
501 Palm Avenue
Hialeah, Florida 33010
(305) 883-5800

IN WITNESS WHEREOF, the parties hereto set their hands and official seals the day and year first above written.

ATTEST:

HARVEY RUVIN
CLERK OF THE BOARD

MIAMI-DADE COUNTY, FLORIDA,
BY ITS BOARD OF
COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BY: _____
County Mayor or His Designee

Approved by County Attorney
as to form and legal sufficiency

County Attorney

ATTEST:

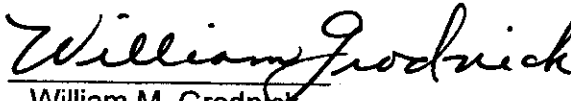
CITY OF HIALEAH, a municipal
corporation of the State of Florida

BY: _____
Rafael E. Granado
City Clerk

BY: _____
Julio Robaina
Mayor

(Affix City Seal)

Approved by City Attorney
as to form and legal sufficiency



William M. Grodnick
City Attorney

Department of Grants and Human Services

PROPOSED CDBG BUDGET

	FY 07-08 Proposed Budget
1. ADMINISTRATION	
Staff Salaries, Supplies, Overhead	750,000.00
Cost Allocation	75,000.00
Fair Housing	5,000.00
Citizen Participation	10,000.00
Environmental	25,000.00
(19.92%*) Administration Sub Total	865,000.00
2. CRIME PREVENTION (Police Department)	10,000.00
3. THERAPEUTIC PROGRAM (Recreation Department)	75,000.00
4. TRANSPORTATION FOR SENIOR CITIZENS (Recreation Department)	5,000.00
5. HANDICAP PROGRAM (SCLAD)	40,000.00
6. HDDI, INC.	50,000.00
7. HIALEAH TECHNOLOGY CENTER	350,000.00
8. SECTION 108 LOAN REPAYMENT	450,000.00
9. LIBRARY LITERACY PROGRAM	55,000.00
10. POLICE SUBSTATION	500,000.00
11. CITRUS HEALTH CLINIC	150,000.00
12. CONTINGENCY RESERVE	200,000.00
13. STREET IMPROVEMENTS - INFRASTRUCTURE	1,521,338.00
14. HOMELESS ASSISTANCE (ESG Match)	70,000.00
GRAND TOTAL	4,341,338.00

* 20% cap

HOME INVESTMENT PARTNERSHIPS PROGRAM
(\$2,126,834.00)
AND
AMERICAN DREAM DOWNPAYMENT INITIATIVE PROGRAM
(\$26,060.00)

Grand Total \$2,152,894.00

FY 2007 BUDGET
(October 1, 2007 – September 30, 2008)

HOME ADMINISTRATION (10%) *	212,683.40
HOME CHDO (15%) *	319,025.10
HOME CHDO OPERATING (5%) *	106,341.70
HOME RENTAL HOUSING DEVELOPMENT	1,488,783.80
Sub-total	2,126,834.00
AMERICAN DREAM DOWNPAYMENT INITIATIVE PROGRAM (ADDI)	26,060.00
TOTAL	2,152,894.00

* required legislation minimum percentages

EMERGENCY SHELTER GRANTS PROGRAM

(\$188,263.00)

FY 2007

(October 1, 2007 – September 30, 2008)

BUDGET

ADMINISTRATION NOT TO EXCEED 5%	\$ 9,413.00
HOMELESS PREVENTION NOT TO EXCEED 30% (One time utility, rent or mortgage payment to prevent homelessness) Current Balance of \$123,776.01 from prior years	\$ 56,478.00
ESSENTIAL SERVICES NOT TO EXCEED 30% (Case management, food, day care, health services, etc.)	\$ 56,478.00
MAINTENANCE AND OPERATION UNLIMITED ASSISTANCE (Hotel for temporary shelter)	\$ 65,894.00
TOTAL	\$188,263.00